ions on the ground of public policy. *Mutual Life Ins. Co.* v. *Lovejoy,* (Ala., 1917) 78 So. 299, (suicide of insured); *Sun Life Ins. Co.* v. *Taylor,* 108 Ky. 408, (death due to wrongful act of insured); *Holdom* v. *United Workmen,* 159 Ill. 619, (insured killed by insane beneficiary); *Collins* v. *Metro. Life* Ins. Co., 232 Ill. 37, (insured executed for crime). The latter case involved the identical policy litigated in the Pennsylvania case *supra,* and the reasoning of the court is striking. "If a man who is executed for a crime has at his death $1,000 in real estate, $1,000 in chattels, and $1,000 life insurance payable to his estate, his real estate descends to his heirs and his personal chattels to his administrator, but the $1,000 life insurance must be left in the hands of the company who has received the premiums because it is said to be contrary to public policy to require the company to pay, lest by so doing it lend encouragement to other policy holders to seek murder, and execution therefor, in order that their estates or heirs might profit thereby." See also (execution of insured) 6 MICH. L. REV. 489, 22 YALE L. J. 158, 292; (incontestable policy) 82 CENT. L. J. 386; 17 VA. L. REG. 1; Ann. Cas. 1917 D 1183; L. R. A. 1918 A 898.

LANDLORD AND TENANT—HOLDING OVER—TENANCY FROM YEAR TO YEAR—DATE OF COMMENCEMENT—NOTICE TO QUIT.—By an agreement plaintiff let premises to defendant from November 11, 1915, to December 25, 1916, at yearly rent payable in quarterly installments. The defendant held over without any further agreement so that by plaintiff's acceptance of the quarter's rent on March 25, 1917, defendant was recognized as tenant from year to year. On June 8, 1917, defendant gave notice that he would quit the premises on December 25, 1917. Plaintiff contended that since the original entry was on November 11, the tenancy could be terminated only on November 11 of some year, and hence the notice on June 8 was ineffective because not six months prior to November 11. *Held,* that this year to year tenancy was a new tenancy commencing December 25, 1916 and determinable on any subsequent Christmas Day by giving six months notice. *Croft* v. *Blay,* (1919) 88 L. J. (Ch.) 545.

The principal case is an affirmance of the conclusion of Astbury, J., noted, *ante,* p. 64. This decision should clear up a matter regarding which there has been confusion since the publication of COLE ON EJECTMENT, in 1857. This book contained a statement, relied upon by the losing party in the principal case, which Warrington, L. J., refers to as the *fons et origo mali.*

LIBEL—FALSE STATEMENT AS TO RECORD OF JUDGMENT—INJURY TO CREDIT—INNUENDO.—The defendants erroneously published in their gazette that a decree in absence had been taken against the plaintiff in a small debts court. The plaintiff in action for libel alleges that the publication "falsely represented that he was given to or had begun to *refuse or delay* to make payment of his debts and that he was a person to whom credit should not be given." *Held,* the publication warranted the innuendo and the defendants were not protected by a headnote to the effect that "in no case does publication of the decree imply inability to pay on the part of anyone named or anything more

than the fact that the entry published appeared in the Court Record." *Stubbs Lim.* v. *Mazure,* (1919) 88 L. J. (P. C.) 135.

In a former case *Stubbs Lim.* v. *Russell,* (1913) 82 L. J. (P. C.) 98, in which the facts were similar but in which the innuendo alleged was that the plaintiff "was *unable* to pay his debts and was in insolvent circumstances and in pecuniary embarrassment and was evading payment of a just debt" it was held the innuendo imported into the publication more than it could reasonably bear: that the whole of the statement in the headnote must be read in conjunction with the alleged excerpt from the Sheriff Court books and when it is so read it is impossible that any reasonable man should collect from it the libelous imputation alleged. Lord Shaw in this case however pointed out that although the meaning that the plaintiff *could not* pay because of insolvency was negatived by the headnote, nevertheless if he had alleged the meaning of the publication to be that he *would not* pay because of improper motives he might have recovered as such meaning was not affected by the headnote. Apparently the innuendo in the principal case was drawn so as to show damage within the meaning suggested by Lord Shaw. Lord Wrenbury, in his dissenting opinion, disapproved of the doctrine that a publisher of a false statement could in a headnote restrict the sense in which it might be understood (though he might restrict the meaning of a true statement); saying, "I should have thought the question was what the reader might or could reasonably imply from the alleged facts even if the writer told him that he (the writer) did not imply, and did not invite the reader to imply anything discreditable." It does not seem, however, that either case stands for more in this respect than that the attempt to restrict the meaning in which a false or true statement might be understood, should be considered with the rest in determining the resultant meaning conveyed. A heading prefixed to a paragraph will be read with the rest of it and the whole taken in the ordinary meaning of the words. *Harvey* v. *French,* 2 Tyr. 585 (1832). And though one part of a statement taken alone is injurious to a man's character, if the jury think that the effect of that part is removed by the other part of the statement it is not a libel. *Chalmers* v. *Payne,* 5 Tyr. 766 (1835). The question of privilege was not raised by the defendants who no doubt considered the law as settled on that point by *Fleming* v. *Newton,* 1 H. L. Cas. 363, *McNally* v. *Oldham,* 16 Ir. C. L. Rep. 298, and *Williams* v. *Smith,* 58 L. J. Q. B. 21 which held that a bare publication of a record of judgments recorded and registered as a matter of legal or public interest is privileged; still if the intention be to show that the judgments are unsatisfied at the time of publication and to warn creditors, the publication is not an ordinary report of what has taken place in Public Courts and is not privileged.

LIBEL AND SLANDER—PLACING WHITE PERSON IN COLORED WARD.—Plaintiff's daughter, a white person, having been adjudged insane, was committed to the asylum operated by the defendants for treatment. Soon afterward she was placed in a ward set apart for negro patients and there kept for some months; also word "colored" was entered after her name on the records of the institution. Action for damages for alleged libel. *Held*: Under